UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA	)	
	)	
	)	**CRIM. NO.** 11-10191
v.	)	
	)	**VIOLATIONS:**
	)	
EVAN GREENE,	)	**12 U.S.C. § 2607(a)**
	)	**(Real Estate Kickbacks and**
Defendant.	)	**Unearned Fees)**
	)	
	)	**18 U.S.C. § 2**

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INFORMATION

The United States Attorney alleges:

GENERAL ALLEGATIONS

1. At all times material to this Information, the defendant, **EVAN GREENE** **("GREENE")**, lived in Dedham, Massachusetts or Newton, Massachusetts.

2. **GREENE** was an attorney admitted to practice law in Massachusetts in 2001, and thereafter was employed as a real estate closing attorney at the law firm of Portnoy & Greene, P.C. ("Portnoy & Greene").

3. At all times material to this Information, Portnoy & Greene was a law firm focusing on real estate conveyancing transactions with offices at 687 Highland Avenue, Needham, Massachusetts.

4. At all times material to this Information, Southern Atlantic Support Group, LLC ("SASG") was a Massachusetts limited liability corporation of which **GREENE** was a member.

5. At all times material to this Information, Greenwich Title and Management, LLC ("Greenwich Title") was a Rhode Island limited liability corporation of which **GREENE** was a manager.

6. At all times material to this Information, Mortgage Options of America, Inc. ("MOA") was a mortgage brokerage business with branch offices in North Dartmouth, Massachusetts; Cranston, Rhode Island; East Greenwich, Rhode Island, and elsewhere.

REAL ESTATE KICKBACKS AND UNEARNED FEES

7. From mid-2005, and continuing through no later than early 2007, **GREENE** engaged in a series of transactions in which he received and/or caused to be paid kickbacks and other unearned fees in connection with the closing of residential home loans in Massachusetts and Rhode Island. As detailed herein, these kickbacks and unearned fees included fees for services not actually performed, as well as kickbacks from the closings of certain "foreclosure rescue" transactions.

Unearned Fees

8. On various occasions in or about 2003 through 2004, **GREENE**, as an attorney at Portnoy & Greene, represented Ameriquest Mortgage Company, Inc. ("Ameriquest") as a real estate closing attorney. In the course of Portnoy & Greene's representation of Ameriquest, **GREENE** met and developed business relationships with several Ameriquest account executives.

9. In or about 2004, JD and CR, two account executives at Ameriquest, left Ameriquest and became mortgage brokers. Ultimately, JD and CR opened separate "net branch" offices of MOA.

10. CR founded and served as branch manager for the East Greenwich, Rhode Island branch of MOA. JD (together with another individual, RL) co-founded and served as co-branch manager of the North Dartmouth, Massachusetts MOA branch.

Southern Atlantic Support Group Fee

11. In or about July, 2005, when JD and RL were establishing the North Dartmouth MOA branch, **GREENE** agreed to an arrangement whereby Portnoy & Greene would serve as the preferred, and anticipated exclusive, closing agent for loans originating from the North Dartmouth MOA branch. As part of this arrangement, **GREENE** agreed to include an additional $400 fee on the Form HUD-1 settlement statement for all real estate closings handled by Portnoy & Greene originating from the North Dartmouth MOA branch.

12. As part of this arrangement, on or about July 8, 2005, **GREENE** formed SASG, a Massachusetts limited liability company. Thereafter, **GREENE** caused a $400 "Title Examination" fee, payable to SASG, to be included on the Form HUD-1 for numerous residential real estate loan closings. In reality, SASG did not perform any services in connection with the real estate closings, and the SASG fee was simply split among JD and RL.

13. This SASG fee was charged and paid in connection with numerous residential real estate closing transactions originating from the North Dartmouth MOA branch including closings for loans associated with 375 Shove Street, Fall River, Massachusetts.

Greenwich Title and Management Fee

14. In or about late 2005, when CR was establishing the East Greenwich MOA branch, **GREENE** agreed to a similar arrangement whereby Portnoy & Greene would serve as the preferred, and anticipated exclusive, closing agent for loans originating from the East Greenwich MOA branch. As part of this arrangement, **GREENE** added a $400 fee on the Form HUD-1 settlement statement for all real estate closings originating from the East Greenwich MOA branch. The fee was then split between **GREENE** and CR.

15. As part of this arrangement, on or about January 11, 2006, **GREENE** formed Greenwich Title and Management LLC ("Greenwich Title"), a Rhode Island limited liability company. Thereafter, **GREENE** caused a $400 "Title Examination" fee, payable to Greenwich Title, to be included on the Form HUD-1 for numerous residential real estate loan closings. Greenwich Title did not perform any services in connection with the real estate closings. Rather the fee was paid to reimburse **GREENE** for a start-up loan he extended to CR at or about the time when CR formed the East Greenwich MOA branch.

16. This Greenwich Title fee was charged and paid in connection with numerous residential real estate closing transactions originating from the East Greenwich Rhode Island MOA branch, including closings for loans associated with 88 Valerie Court, Cranston, Rhode Island, and 107 Willow Street, Woonsocket, Rhode Island.

Foreclosure Rescue Transactions

17. As the preferred, and anticipated exclusive, closing/settlement agent for all North Dartmouth, Massachusetts, and East Greenwich, Rhode Island MOA loans, **GREENE** and Portnoy & Greene agreed to close several "foreclosure rescue" transactions wherein proceeds

from loans for the sale of homes owned by financially distressed homeowners were paid to buyers and others. **GREENE** further participated as a buyer and/or investor in several foreclosure rescue transactions wherein he received a portion of seller proceeds from such real estate closings.

18. In the "foreclosure rescue" transactions at issue in this case, buyers purchased homes from financially distressed homeowners who had been unable to obtain conventional loan refinancing. The financially distressed homeowners were permitted to remain in their homes by paying rent to the buyers. The financially distressed homeowners were given the "option" to repurchase their homes in one year, if they were able to restore their credit or otherwise improve their financial condition. These arrangements were memorialized in "Option Agreements" that were executed at the time of the sales to the buyers, but which were not disclosed to the mortgage lenders who financed the transaction.

19. As part of these transactions, the buyers obtained loan financing that exceeded the financially distressed homeowner's existing loans. The financially distressed homeowners, however, received only a portion of the loan proceeds from the sales of their homes, while the excess loan proceeds were paid to buyers and others.

Foreclosure Rescue Transaction with Kickbacks

20. From in or about July, 2005 through early 2007, **GREENE** advised mortgage brokers, including CR, RL, and others regarding foreclosure rescue transactions and drafted certain of the necessary documents that could be utilized for these transactions, including Option Agreements and Purchase and Sale Agreements.

21. In the "foreclosure rescue" transactions listed below, **GREENE** prepared and/or knew that others would prepare the Forms HUD-1 (settlement statements) and certified, and/or knew that others would certify, on each Form HUD-1 that the seller had received the "Cash to Seller" indicated on the Form HUD-1. However, as **GREENE** knew, in these foreclosure rescue transactions the seller received only a small part, and sometimes none, of the monies reflected in the closing documents. In reality, the buyers and other orchestrators of the transactions received the bulk of the loan proceeds. In connection with the foreclosure rescue transactions described below, **GREENE** and others caused the following kickbacks and other monies to be paid inconsistently with the Form HUD-1 to the buyer and/or others involved in the transaction:

Closing Date	Property	Cash to Seller (As reflected on Form HUD-1)	Actual Funds Received by Seller	Kick Back Caused by GREENE/Others
12/16/05	175 Pullen Ave. Pawtucket, RI	$44,405.59	$14,412.12	$13,993.47 to BC
12/27/05	1 Ken St. Freetown, MA	$59,749.24	$13,000.00	$28,249.24 to BC
2/14/06	35 Clinton St. Brockton, MA	$23,992.69	$0	$8,712.69 to BC
3/17/06	107 Willow S. Woonsocket, RI	$56,373.44	$0	$13,000 to RN $18,448 to CR
6/29/06	88 Valerie Ct. Cranston, RI	$57,496.21	$14,000	$12,500 to RN $16,735.01 to CR

22. **GREENE** did not disclose, or cause to be disclosed, the Option Agreement, the money paid pursuant to the Option Agreement or monies paid to others inconsistently with the Form HUD-1s to the mortgage lenders, whom Portnoy & Greene represented. For his role in assisting in these foreclosure rescue transactions, **GREENE**, for Portnoy & Greene, continued to

be the preferred, and anticipated exclusive, closing agent for the North Dartmouth and East Greenwich MOA branches.

Foreclosure Rescue Transactions with Kickbacks Where Greene Acted as Buyer/Investor

23. From in or about December, 2005, until in or about October, 2006, **GREENE** participated directly as a buyer and/or investor in the foreclosure rescue transactions listed below. In each transaction, **GREENE** or his colleague purchased the property from the financially distressed homeowner and obtained a mortgage greater than the homeowner's existing loans. **GREENE** or his colleague allowed the homeowners to remain in the property and pay rent. The financially distressed homeowners were also given the "option" to repurchase their houses in one year. This was memorialized in an "Option Agreement" that was executed in connection with the closing/settlement of the transaction. The Option Agreement was not disclosed to the lender.

24. For each foreclosure rescue transaction listed below, **GREENE** or his colleague signed Forms HUD-1 and certified on each Form HUD-1 that the seller received the "Cash to Seller" as indicated on the Form HUD-1. However, as **GREENE** knew, in these foreclosure rescue transactions the seller received only a small part, and sometimes none, of the monies reflected in the closing documents. In reality, the buyers and other orchestrators of the transactions, including **GREENE**, received the bulk of the loan proceeds. In connection with these foreclosure rescue transactions described below, **GREENE** caused the following kickbacks and other monies to be paid inconsistently with the Form HUD-1 to the buyer and/or others involved in the transaction:

Closing Date	Property	Cash to Seller (As reflected on Form HUD- I)	Actual Funds Received By Seller	Kickback Caused by GREENE	Loan Proceeds Paid to GREENE
12/12/05	296 Pine St S. Weymouth, MA	$54,668.36	$0	$7,000 to LN	$46,680.56
2/13/06	34 Pleasantview Rd. Warwick, RI	$90,135.75	$33,000	$7,000 to FR	$39,908.50
3/24/06	170 Southfield Dr. Brockton, MA	$41,173.52	$0	$6,700 to RE	$13,541.39
4/22/06	174 Twin Lakes Dr. Halifax, MA	$72,406.10	$0	$6,500 to RE	$11,226.66
7/28/06	14 Alder Rd. Norton, MA	$48,871.30	$0	$7,098.15 to RE	$14,712.50
8/16/06	16B Southern Ave. Essex, MA	$98,677.41	$0	$5,000 to RE $5,000 to MK	$17,933.70
8/23/06	8 Parkside Ave. Greenfield, MA	$60,809.09	$0	$29,600 to CR	$15,604.55
TOTAL LOAN PROCEEDS RECEIVED BY GREENE					$159,607.86

Other Foreclosure Rescue Schemes

25. In addition to the foreclosure rescue transactions described above, Portnoy & Greene closed loans for the following foreclosure rescue transactions wherein the seller proceeds reflected on the Form HUD-1 were instead paid, at least in part, to the buyers or others involved in the transaction, including **GREENE**:

Closing Date	Property	Cash to Seller (As reflected on Form HUD- I)	Actual Loan Proceeds Paid to Seller	Loan Proceeds Paid to Buyer	Loan Proceeds Paid to GREENE
7/27/05	3 Juniper St. Wareham, MA	$45,118.62	$6,400.00	$38,371.32	$0
9/1/05	211 Green St. Brockton, MA	$51,358.24	$1,358.24	$50,000.00	$0
9/12/05	215 Sconticut Neck Rd. Fairhaven, MA	$41,143.73	$9,390.73	$31,753.00	$0
10/5/05	168 Smith St. New Bedford, MA	$40,422.87	$0	$41,147.87	$0
11/4/05	375 Shove St. Fall River, MA	$20,932.03	$0	$19,728.67	$0
11/17/05	4 Maxine Rd. Plainville, CT	$58,336.62	$0	$48,623.20	$0
12/16/05	64 Pine St. Swansea, MA	$100,919.09	$13,268 .00	$87,651.09	$0
12/29/05	28 Wilder St. Lowell, MA	$75,281.26	$0	$32,232.46	$32,232.46
1/27/06	71 Washington Bursley Way Centerville, MA	$89,339.26	$59,339.26	$30,000.00	$0
5/16/06	12 Williams Dr. Spencer MA	$161,050.02	$0	$25,000.00	$25,000.00
10/05/06	39 Riley Rd. Northborough, MA	$83,013.99	$0	$20,669.15	$8,001.62
TOTAL LOAN PROCEEDS RECEIVED BY GREENE					$65,234.08

COUNTS ONE THROUGH TWELVE
Real Estate Kickbacks and Unearned Fees
(12 U.S.C. § 2607(a))

26. The United States Attorney re-alleges and incorporates by reference paragraphs 1 - 25 of this Information and further charges that:

27. On or about the dates set forth below, in the Districts of Massachusetts and Rhode Island and elsewhere, the defendant

EVAN GREENE,

together with others known and unknown to the United States Attorney, did knowingly and willfully cause to be given and did knowingly and willfully accept and cause to be accepted fees, kickbacks and things of value pursuant to agreements and understandings, oral and otherwise, that business incident to and part of real estate settlement services involving federally related mortgage loans should be referred to a person, namely **EVAN GREENE**, as follows:

COUNT	DATE	PROPERTY	FEE RECEIVED OR GIVEN
1	11/4/05	375 Shove St. Fall River, MA	$400 fee paid to SASG from Portnoy & Greene conveyancing account
2	12/12/05	296 Pine St. S. Weymouth, MA	$7,000 fee paid to LN from Portnoy & Greene conveyancing account
3	12/27/05	1 Ken St. Freetown, MA	$28,249.24 fee paid to BC from Portnoy & Greene conveyancing account
4	2/13/06	34 Pleasantview Rd. Warwick, RI	$7,000 fee paid to FR from Portnoy & Greene conveyancing account
5	2/14/06	35 Clinton St. Brockton, MA	$8,712.69 fee paid to BC from Portnoy & Greene conveyancing account
6	3/16/06	107 Willow St. Woonsocket,RI	$400 fee paid to Greenwich Title and Management; $13,000 fee paid to RN; and $18,448 fee paid to CR from Portnoy & Greene conveyancing account

COUNT	DATE	PROPERTY	FEE RECEIVED OR GIVEN
7	3/24/06	170 Southfield Dr. Brockton, MA	$6,700 fee paid to RE from Portnoy & Greene conveyancing account
8	4/27/06	174 Twin Lakes Dr. Halifax, MA	$6,500 fee paid to RE from Portnoy & Greene conveyancing account
9	6/29/06	88 Valerie Ct. Cranston, RI	$400 fee paid to Greenwich Title
10	7/28/06	14 Alder Rd. Norton, MA	$7,098.15 fee paid to RE from Portnoy & Greene conveyancing account
11	8/16/06	16B Southern Ave. Essex, MA	$5,000 fee paid to RE; and $5,000 fee paid to MK from Portnoy & Greene conveyancing account
12	8/23/06	8 Parkside Ave. Greenfield, MA	$29,600 fee paid to CR from Portnoy & Greene conveyancing account

All in violation of Title 12, United States Code Sections 2607(a) and Title 18 United States Code Section 2.

Respectfully submitted,

CARMEN M. ORTIZ
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Dated: May 17 , 2011